MOBILE SDK LICENSE AGREEMENT

(Last updated March 18, 2018)

This Mobile SDK License Agreement (this "**License Agreement**") is between you and Cloudflare, Inc. ("**Cloudflare**") regarding your use of the Mobile SDK and related explanatory materials made available to you by Cloudflare.

BY INSTALLING, ACCESSING OR OTHERWISE USING THE MOBILE SDK, YOU ACCEPT THE TERMS OF THIS LICENSE AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE AGREEMENT, DO NOT INSTALL, ACCESS OR USE THE MOBILE SDK. YOU AGREE THAT THIS LICENSE AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU.

If you are entering into this License Agreement on behalf of a company, organization or another legal entity (an "**Entity**"), you are agreeing to this License Agreement for that Entity and representing to Cloudflare that you have the authority to bind such Entity to this Agreement, in which case the terms "you," "your" or a related capitalized term herein will refer to such Entity.

1. DEFINITIONS

A. "**Cloudflare Network**" means the Cloudflare global content delivery network.

B. "**Mobile App**" means a discrete compiled handheld or mobile device application (including but not limited to iOS and Android applications) which is integrated with the Mobile SDK.

C. "**Mobile SDK**" means software code that Cloudflare has included for you to incorporate into your Mobile App programs, programs and utilities that may be included for you to test your Mobile App program, API information, documentation, related explanatory materials, and any upgrades, modified versions, updates, and additions thereto.

2. LICENSE

A. License Grant. Subject to the terms and conditions of this License Agreement, Cloudflare grants you a limited, worldwide, revocable, royalty-free, non-exclusive, non-sublicensable (except as set forth herein) license to use, reproduce, distribute and sublicense the Mobile SDK solely as part of your Mobile App.

B. Restrictions. You are not permitted to (i) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code, techniques, processes, algorithms, know-how or other information from the binary code portions of the Mobile SDK or permit or induce the foregoing; (ii) engage in any activity with the Mobile SDK, including the development or distribution of an application or solution that interferes with, disrupts, damages, or accesses in an unauthorized manner the servers, networks, or other properties or services of any other party, including, but not limited to, the Cloudflare Network; (iii) license, sublicense or distribute the source, binary or object code of the Mobile SDK as a standalone offering or separately from your Mobile App; or (iv) use or enable the Mobile SDK to interface or communicate with any network other than the Cloudflare Network, unless explicitly authorized in writing by Cloudflare.

C. Your use of third-party materials included in the Mobile SDK may be subject to other terms and conditions typically found in separate third-party license agreements or "READ ME" files included with such third-party materials. To the extent such other terms and conditions conflict with the terms and conditions of this License Agreement, the former will control with respect to the applicable third-party materials

3. OPEN SOURCE SOFTWARE.

Notwithstanding anything to the contrary, you are not licensed to (and you agree that you will not) integrate or use this Mobile SDK with any Viral Open Source Software or otherwise take any action that could require disclosure, distribution, or licensing of all or

any part of the Mobile SDK in source code form, for the purpose of making derivative works, or at no charge. For the purposes of this Section 3, "**Viral Open Source Software**" means software licensed under the GNU General Public License, the GNU Lesser General Public License, or any other license terms that could require, or condition your use, modification, or distribution of such software on, the disclosure, distribution, or licensing of any other software in source code form, for the purpose of making derivative works, or at no charge. Upon violation of any of the foregoing provisions, any right or license that you have to the Mobile SDK will automatically terminate.

4. DISCLAIMER. THIS MOBILE SDK AND ANY COMPONENT THEREOF IS MADE AVAILABLE BY CLOUDFLARE "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED.

5. LIMITATION OF LIABILITY. IN NO EVENT WILL CLOUDFLARE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS MOBILE SDK, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE IN ADVANCE.

6. INDEMNIFICATION. You agree to indemnify, hold harmless, and defend Cloudflare, its affiliates and their respective directors, officers, employees and agents from and against any and all third party claims, actions, lawsuits or proceedings, as well any and all losses and liabilities (including reasonable attorneys' fees) that arise or result from (a) your use of the Mobile SDK, (b) any Mobile App that you develop using the Mobile SDK that infringes any intellectual property rights of any third party, or (c) any noncompliance by you with this License Agreement.

7. TERMINATION. Cloudflare reserves the right to terminate this License Agreement and all your rights hereunder if (a) you materially breach this License Agreement; (b) is required to do so by law; or (c) the Cloudflare services to which this Mobile SDK relate are discontinued or no longer supported. You may terminate this License Agreement at any time by ceasing to use the Mobile SDK.

8. MISCELLANEOUS

A. The License Agreement constitutes the entire legal agreement between you and Cloudflare and governs your use of the Mobile SDK (excluding any services which Cloudflare may provide to you under a separate written agreement), and completely replaces any prior agreements between you and Cloudflare in relation to the Mobile SDK.

B. This License Agreement may be amended by Cloudflare on a prospective basis, and your usage of the Mobile SDK after such amendments or changes signifies your consent to and acceptance of any such amendments or changes on a going forward basis.

C. In the event any provision of this License Agreement is determined to be invalid, prohibited or unenforceable by a court or other body of competent jurisdiction, this License Agreement will be construed as if such invalid, prohibited or unenforceable provision has been more narrowly drawn so as not to be invalid, prohibited or unenforceable.

D. You may not assign any rights or obligations under this License Agreement without the advance written consent of Cloudflare, which may be withheld in its sole discretion. Cloudflare may assign its rights or obligations under this License Agreement in its sole discretion.

E. Failure of either party at any time to enforce any of the provisions of this License Agreement will not be construed as a waiver of such provisions or in any way affect the validity of this License Agreement or parts thereof.

F. The Mobile SDK is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the Mobile SDK. These laws include restrictions on destinations, end users and end use. In particular, but without limitation, none of the Mobile SDK may be used or otherwise exported or re-exported (a) into (or to a national or resident of) a United States embargoed country or (b) to anyone on

the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders. By using the Mobile SDK, you represent and warrant that you are not located in, under control of, or a national or resident of any country or on any such list.

G. This License Agreement is governed by the laws of the State of California, without giving effect to choice of law principles. All disputes relating to this License Agreement must be resolved by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association before a neutral arbitrator in San Francisco, California. You agree to submit to the personal jurisdiction of the courts located within San Francisco, California in connection with any entrance of an arbitrator's judgment or decision or any dispute with respect to the arbitration process or procedure or Cloudflare's exercise of its equitable rights or remedies. Notwithstanding the foregoing, Cloudflare will be permitted to apply for injunctive remedies or other equitable relief in any jurisdiction.